

CIRCULAR TO CUSTOMERS RELATING TO PERSONAL DATA AND CONSUMER CREDIT DATA

FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, the "BANK")

A. Introduction

The Personal Data (Privacy) Ordinance ("Ordinance") is to protect an individual's right to privacy. Any information collected and recorded, whether in writing, on disk, on film or on computer, in relation to an individual by the Bank will be subject to the provisions and data protection principles in the Ordinance and the Code of Practice on Consumer Credit Data ("Code") (which is issued by the Privacy Commissioner for Personal Data under the Ordinance). This Circular applies to an individual who is a customer of the Bank and includes a borrower, guarantor, third party security provider, depositor or otherwise. The information collected falls within the definition of "personal data" in the Ordinance or "consumer credit data" in the Code. The Ordinance aims to control the collection, holding, processing and use of personal data and the Code provides guidance in the handling of consumer credit data and its sharing and use. Personal data or consumer credit data in this Circular shall be referred to as "data".

B. Personal Data

- (1) From time to time, it is necessary for customers to supply the Bank with data in connection with a banking relationship including but not necessarily confined to the opening or continuation of accounts and the establishment or continuation of banking facilities, credit facilities or provision of securities and financial services.
- (2) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities, credit facilities, credit card facilities or provide securities and financial services.
- (3) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques, deposit money, use phone banking services, effect a banking transaction or effect a financial transaction at an automated teller machine.
- (4) The purpose for which data relating to a customer may be used are as follows:-
 - (i) the daily operation of the securities, banking and financial services and credit facilities provided to customers;
 - (ii) conducting credit checks or performing credit assessments at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank's credit scoring models;
 - (iv) assisting other financial institutions or banks to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of customers;
 - (vi) designing banking and financial services or related products for customers' use;

- (vii) marketing banking and financial services or related products of the Bank and/or selected companies;
 - (viii) determining the amount of indebtedness owed to or by customers;
 - (ix) collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or other distribution outlets;
 - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xii) conducting matching procedures; and
 - (xiii) all other incidental and associated purposes relating thereto.
- (5) Data held by the Bank relating to a customer will not affect the Bank's duty of confidentiality towards the data and will continue to be kept confidential and safeguarded diligently in accordance with the Bank's internal policies as well as guidelines issued by the Government of the Hong Kong Special Administrative Region ("Hong Kong") but the Bank may provide such data to the following parties (whether in Hong Kong or elsewhere) for the purposes set out in paragraph B(4):-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, technology outsourcing or other services to the Bank in connection with the operation of its business;
 - (ii) any other branch or outlet of the Bank including any subsidiaries of the Bank;
 - (iii) any other person under a duty of confidentiality to the Bank including a group company of the Bank (which shall include any subsidiary or affiliate company of the Bank's major shareholder whose principal places of business or registered offices are in Taiwan) which has undertaken to keep such information confidential;
 - (iv) any financial institution, or bank with which the customer has or proposes to have dealings;
 - (v) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer;
 - (vi) any credit reference agency ("CRA") and in the event of default any debt collection agency or solicitor firm (together, "DCA");
 - (vii) any court, supervisory authority, government department or other competent authority (including but not limited to tax authorities) under any law binding on the Bank, any of its branches or any agent, contractor or third party service provider (whether in Hong Kong or elsewhere) mentioned in clause B(5)(i) above;
 - (viii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; and

(ix) selected companies for the purpose of informing customer of services which the Bank believes will be of interest to customers.

C. Consumer Credit Data

The Hong Kong Monetary Authority ("HKMA") has issued a guideline on the sharing and use of consumer credit data through the credit reference services of the CRA. The HKMA expects that all authorised institutions, which include the Bank, involved in the provision of consumer credit to participate as fully as possible in the sharing and use of consumer credit data through the CRA within the framework of the Code. The Code provides for certain notifications which are required to be given to a customer.

(1) Under the Code, the Bank will provide consumer credit data of a customer to a CRA or in the event of default, to a DCA. The Code provides that on or before the Bank collects the data of a customer applying for consumer credit (or providing a guarantee or security in connection with consumer credit), the following information is required to be drawn to the attention of the customer:-

(i) the data may be so supplied to a CRA and/or, in the event of default to a DCA;

(ii) the customer has the right to be informed, upon request, about which items of data are routinely so disclosed, and the customer's right to be provided with further information to enable the making of a data access and correction request to the relevant CRA or DCA, as the case may be;

(iii) in the event of any default in repayment, unless the amount in default is fully repaid before the expiry of 60 days from the date such default occurred, otherwise the customer shall be liable to have his account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default; and, where applicable,

(iv) (where the consumer credit applied for does not involve a residential mortgage loan) the customer, upon termination of the account by full repayment and on condition that there has not been, within 5 years immediately before account termination, any material default on the account, will have the right to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account.

(2) Where the Bank has provided consumer credit to the customer and the account is subsequently in default and unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, otherwise the customer shall be liable to have account data retained by the CRA until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the customer's discharge from bankruptcy as notified to the CRA, whichever is earlier.

(3) Upon the termination of the account by full repayment (excluding payment by refinancing of the debit balance on the account by the credit provider), the customer has a right (on condition that there has not been, within 5 years immediately before account termination, any material default on the account) to instruct the Bank to make a request to the CRA to delete from its database any account data relating to the terminated account.

(4) When the Bank considers an application for consumer credit from a customer, the Bank may access and consider a credit report on the customer from a CRA in its credit decision process. In the event the customer wishes to access the credit report, the Bank will advise the contact details of the CRA.

(5) Where the Bank has provided consumer credit which is subject to review from time to time in relation to an increase in the credit amount, the curtailing of credit (including the cancellation of credit or a decrease in the credit amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the account, the Bank will access and make use of a credit report from a CRA.

D. General

- (1) Under and in accordance with the terms of the Ordinance and the Code, any customer:-
 - (i) has the right to check whether the Bank holds data about him and the right of access to such data;
 - (ii) has the right to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) has the right to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data and consumer credit data held by the Bank; and
 - (iv) in relation to consumer credit, upon request to be informed which items of data are routinely disclosed to CRAs or DCAs, and be provided with further information to enable the making of an access and correction request to the relevant CRA or DCA.
- (2) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (3) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed to the following:- The Data Protection Officer Fubon Bank (Hong Kong) Limited 38 Des Voeux Road Central, Hong Kong
- (4) Nothing in this Circular shall limit the rights of customers under the Ordinance.
- (5) This Circular shall upon a customer's receipt, be deemed an integral part of all contracts, agreements, credit/banking facility letters, account mandates, and other binding arrangements which the customer has entered into or intends to enter into with the Bank.
- (6) The Bank may, in its absolute and sole discretion, amend, modify or vary this Circular by giving the Customer written notice. Such amendment, modification or variation shall take effect thirty (30) days (or a shorter period if such change is necessary or required due to events, circumstances or reasons beyond the Bank's reasonable control) from the date of such notice.

September 2008

關於個人資料及個人信貸資料致客戶的通知

富邦銀行(香港)有限公司及／或 富邦財務(香港)有限公司（個別地，「本銀行」）

A. 引言

《個人資料（私隱）條例》（該「條例」）乃為保障個人之私隱權而訂立。任何本銀行透過以書面、磁碟、膠卷或電腦方式收集及記錄的客戶資料均會受到該條例內的條款及保障資料原則及《個人信貸資料實務守則》（該「守則」）（此乃根據該條例由個人資料私隱專員所發出）所規範。本通知適用於本銀行之個人客戶，包括借款人、擔保人、第三者抵押品提供者、存戶或其他相關人士。所收集的資料均屬於按該條例定義的「個人資料」或按該守則定義的「個人信貸資料」。該條例之主旨為規管個人資料之收集、持有、處理及使用。在本通知內所提及的「個人資料」或「個人信貸資料」均稱作「資料」。

B. 個人資料

- (1) 為維繫銀行與客戶關係（包括（但不限於）開立或延續賬戶、建立或延續銀行信貸、信用貸款或其它證券及金融服務），客戶需要不時向本銀行提供有關其本人的資料。
- (2) 若客戶未能向本銀行提供該等資料，此可能會導致本銀行無法開立或延續賬戶、建立或延續銀行信貸、信用貸款、信用卡或其它證券及金融服務。
- (3) 在維繫銀行與客戶關係的過程當中（例如客戶開出支票、存款、使用電話理財服務、使用自動櫃員機進行銀行或財務交易），本銀行亦會收集客戶的資料。
- (4) 客戶的資料可能會被用於下列用途：
 - (i) 已向客戶提供的證券、銀行及金融服務和信貸之日常運作；
 - (ii) 在申請信貸時或在一般每年作出一次或數次的定期性或特別覆核時作出的信用調查或信用評核；
 - (iii) 制作及維持本行的信貸分數規範；
 - (iv) 協助其他財務機構或銀行進行信用調查及追收債務；
 - (v) 確保客戶的信用維持良好；
 - (vi) 為客戶設計銀行及金融服務或有關產品；
 - (vii) 推廣本行及／或挑選的公司的銀行及金融服務或有關產品；
 - (viii) 判定本銀行對客戶或客戶對本銀行的拖欠款額；
 - (ix) 向客戶及為客戶債務提供抵押品的人士追收欠款；

- (x) 根據本銀行或任何分行或其他分銷點須遵守的法例而須作出披露；
 - (xi) 協助本銀行的實在或建議受讓人或本銀行對客戶權利參與人或附屬參與人評估其意圖的轉讓、參與或附屬參與的交易；
 - (xii) 進行核對；及
 - (xiii) 一切與上述有聯繫、有附帶性及有關的用途。
- (5) 由本銀行所持有的客戶資料將不會影響本銀行對該等資料保密的責任，本銀行仍會繼續按照其內部政策及由香港特別行政區（「香港」）政府發出的指引盡量將之保密及予以安全保管，惟本銀行可為達到第 B(4) 條所述目的將該等資料提供予下列人士（不論在香港或其他地方）：
- (i) 任何向本銀行提供就其業務營運有關的行政、資訊、電腦、付款、收賬、證券結賬、科技外判或其他服務的任何代理商、承約人或提供第三者服務的公司；
 - (ii) 本銀行的任何其他分行或辦事處，包括附屬公司；
 - (iii) 任何其他有責任為本銀行保密的人士，包括一間已承諾將該等資料保密的本銀行之集團公司（包括主要營業地或註冊地是在台灣的本行主要股東的任何附屬公司或聯繫公司）；
 - (iv) 任何與客戶有或擬有交易的財務機構或銀行；
 - (v) 任何本銀行的實在或建議受讓人或參與人或附屬參與人或本銀行對客戶的權利的受讓人；
 - (vi) 任何信貸資料庫（「資料庫」）及（如客戶拖欠款項或違約時）收賬代理或律師行（統稱，「收賬代理」）；
 - (vii) 在約束本行或其任何分行或上列第 B(5)(i)所指的，不論在香港或其他地方的任何代理商、承約人或提供第三者服務的公司的任何法律下，任何法院、監管機構、政府部門及其它適當機關（包括但不限於稅務機關）；
 - (viii) 向開票人出示已付支票副本（可能載有抬頭人資料）的付款銀行；及
 - (ix) 挑選的公司，其目的是通知客戶本行相信對客戶有利的服務。

C. 個人信貸資料

香港金融管理局（「金管局」）已就通過資料庫提供服務的個人信貸資料共享及使用編訂了守則。金管局期望所有向客戶提供個人信貸的獲授權機構（包括本銀行）盡量參與根據該條例及該守則透過資料庫共享客戶個人信貸資料。該守則要求本銀行向客戶發出某類通告。

(1) 根據該守則，本銀行須向資料庫或（如客戶拖欠款項或違約時）收賬代理提供客戶個人信貸資料。該守則要求本銀行就客戶申請個人信貸（或就個人信貸提供擔保或抵押）向客戶收集其資料時或之前，本銀行必須提醒客戶下列事項：—

- (i) 本銀行有權向資料庫及 / 或（於客戶拖欠款項或違約時）向收賬代理提供客戶的資料；

(ii) 客戶可要求本銀行告知那一類的資料經常被披露，並可要求提供進一步資料以便客戶向有關資料庫或收賬代理（視乎情況而定）作出資料查閱及更改要求；

(iii) 就逾期欠款而言，除非客戶可於拖欠日起計的六十日內完全清償欠款，否則資料庫將會由欠款完全清償日起計的五年內保留客戶賬戶資料；及，如適用

(iv) （若客戶所申請的個人信貸並不涉及住宅按揭貸款）若客戶因完全清償欠款而終止賬戶及於該賬戶終止前的五年內未有任何重大違規，客戶有權指示本銀行要求資料庫刪除任何關於客戶已終止賬戶的資料。

(2) 若本銀行已向客戶提供個人信貸，而有關賬戶往後發生逾期拖欠款項情況，以及該拖欠款項未能於拖欠日起計的六十日內完全清償，客戶的賬戶資料將繼續由資料庫保留，直至該拖欠款項完全清償日起計的五年或客戶破產令撤銷並通知資料庫當日起計的五年為止（以較早者為準）。

(3) 若客戶因完全清償欠款（不包括賬戶欠款重組）而終止賬戶及於該賬戶終止前的五年內未有任何重大違規情況，客戶有權指示本銀行要求資料庫刪除任何關於客戶已終止賬戶的資料。

(4) 當本銀行考慮客戶的個人信貸申請時，本銀行有權於審批過程中開啓及考慮資料庫所編制關於客戶的信貸報告。如客戶欲取得信貸報告，本行將會告知資料庫的聯絡詳情。

(5) 本銀行會不時就客戶信貸額增加、限制（包括取消或降低信貸額）或進行債務重組覆檢賬戶，本銀行有權就此查閱及使用資料庫所編制的信貸報告，以便本銀行於賬戶有效期內進行覆檢。

D. 一般

(1) 根據該條例及該守則之條款，任何個別人士均：

(i) 有權查詢本銀行有否持有與其有關之資料以及有權查閱該等資料；

(ii) 有權要求本銀行更正與其有關之不正確資料；

(iii) 有權確實知道本銀行就資料採取之政策及實際運用以及獲得本銀行知會就其持有的個人資料及個人信貸資料的性質；及

(iv) 就個人信貸而言，有權要求獲告知哪些資料是通常會向資料庫或收賬代理披露的，以及獲提供進一步資料，以便客戶向有關資料庫或收賬代理提出查閱和更正資料要求。

(2) 根據該條例之條款，本銀行有權就處理任何就查閱資料的要求徵收一項合理的費用。

(3) 若客戶需要查閱或更正資料、又或查問政策及實際應用以及所持資料性質，客戶可發送至下列人士：資料保護主任 富邦銀行(香港)有限公司 香港德輔道中三十八號

(4) 本通知並無限制該條例賦予客戶的權利。

(5) 當客戶收悉本通知，本通知將被視作爲所有客戶已或企圖與本銀行簽訂的合約、協議、信貸 / 貸款協議書、開戶文件及其它具約束力文件等的其中一部份。

(6) 本銀行可在經向客戶發送有關書面通知後，自行決定修訂、修正或更改本通知。所作修訂、修正或更改則會從通知日起計的三十 (30) 天或更短時期（如該等轉變並非在本銀行合理控制範圍內）後生效。

* 此通知內容以英文原文為準

二零零八年九月